

DEED OF EASEMENT

STATE OF NEW JERSEY  
AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM

This Deed is made as of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_,

whose address is \_\_\_\_\_, referred to as the “Grantor”;

the \_\_\_\_\_, whose address is \_\_\_\_\_; referred to as

the “Grantee”,

WHEREAS, the legislature of the State of New Jersey has declared that the development of agriculture and the retention of farmlands are important to the present and future economy of the State and the welfare of the citizens of the State; and

WHEREAS, N.J.S.A. 4:1C-11, et seq., P.L. 1983, c.32 authorizes the State Agriculture Development Committee (Committee) and the Grantee to acquire and enforce deeds of easement that retain farmland for agricultural use and production, and

WHEREAS, the United States acting through the United States Department of Agriculture, is authorized under the Farm and Ranch Lands Protection Program (FRPP), 16 U.S.C. 3838h. and 3838i. to fund, in part, the purchase of conservation easements (hereinafter “development easements”) for the purpose of protecting agricultural use and related conservation uses by limiting nonagricultural uses of the land in accordance with the cooperative agreement between the United States and the Committee [**or name of nonprofit organization, if applicable**], Agreement No. \_\_\_\_\_; and

WHEREAS, the land is evaluated to determine the percent of prime, unique and important farmland, percent of cropland, pastureland, grassland and forest land, proximity to other important farmlands and environmentally sensitive areas, other beneficial conservation values associated with the Premises, and compliance with other required federal criteria; and

WHEREAS, the Premises have been evaluated and ranked under both local and state assessment processes and have met all eligibility criteria for participation in the State Farmland Preservation Program; and

WHEREAS, Grantor is the sole and exclusive owner of the Premises; and

WHEREAS, the Grantee believes that the retention and preservation of agricultural lands is beneficial to the public health, safety and welfare of the citizens of the State of New Jersey,

NOW THEREFORE, the Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns grants and conveys to the Grantee in perpetuity a development easement and all of the nonagricultural development rights and credits on the Premises, located in the Township of \_\_\_\_\_, County of \_\_\_\_\_, consisting of approximately \_\_\_\_\_ acres, as more particularly described in the attached Schedule A and, for the limited purpose of the restrictions contained in Paragraph 14(b), the tract of land described in the attached Schedule C, which schedules are incorporated by reference in this Deed of Easement, for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Grantor and Grantee also agree that the United States of America (referred to as the “United States”), acting by and through the United States Department of Agriculture, Natural Resources Conservation Service (NRCS), on behalf of the Commodity Credit Corporation, and the Committee, shall have certain enforcement rights as more fully set forth below.

Prepared by:

\_\_\_\_\_

Any reference in this Deed of Easement to "Premises" refers to the property described in Schedule A, and, for the limited purpose of the restrictions contained in Paragraph 14(b), to the tract of land described in Schedule C.

The tax map reference for the Premises is:

The Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns promises that the Premises will be owned, used and conveyed subject to, and not in violation of, the following restrictions:

1. Any development of the Premises for nonagricultural purposes is expressly prohibited.
2. The Premises shall be retained for agricultural use and production in compliance with N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, and all other rules promulgated by the Committee. Agricultural use shall mean the use of the Premises for common farmsite activities including, but not limited to: production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing. However, no activities shall be permitted on the land in violation of Federal criminal statutes, even if these activities do not violate state criminal statutes or are specifically authorized by the State of New Jersey.
3. Grantor certifies that at the time of the application to sell the development easement to the Grantee and at the time of the execution of this Deed of Easement the nonagricultural uses indicated on attached Schedule B existed on the Premises. All other nonagricultural uses are prohibited except as expressly provided in this Deed of Easement.
4. All nonagricultural uses, if any, existing on the Premises at the time of the landowner's application to the Grantee as set forth in Section 3 above may be continued and any structure may be restored or repaired in the event of partial destruction thereof, subject to the following:
  - i. No new structures or the expansion of pre-existing structures for nonagricultural use are permitted;
  - ii. No change in the pre-existing nonagricultural use is permitted;
  - iii. No expansion of the pre-existing nonagricultural use is permitted; and
  - iv. In the event that the Grantor abandons the pre-existing nonagricultural use, the right of the Grantor to continue the use is extinguished.
5. No sand, gravel, loam, rock, or other minerals shall be deposited on or removed from the Premises excepting only those materials required for the agricultural purpose for which the land is being used.
6. No dumping or placing of trash or waste material shall be permitted on the Premises unless expressly recommended by the Committee as an Agricultural Management Practice pursuant to N.J.S.A. 4:1C-9.
7. No motorized vehicle use shall be allowed, except for reasonable access to the farmstead complex and agricultural use. Any commercial operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, helicopters, jet skis, motorized boats, or any types of mechanized vehicles shall be prohibited. Construction of landing strips or helicopter pads is also prohibited.
8. Grantor may use the Premises to derive income from certain recreational activities such as hunting, fishing, cross country skiing and ecological tours, only if such activities do not interfere with the actual use of the land for agricultural production and that the activities only utilize the Premises in its existing condition. Other recreational activities from which income is derived and which alter the Premises, such as golf courses and athletic fields, are prohibited.
9. No activity shall be permitted on the Premises which would be detrimental to drainage, flood control, water conservation, erosion control, or soil conservation, nor shall any other activity be permitted which would be detrimental to the continued agricultural use of the Premises. To the extent provided by the New Jersey Water Supply Management Act, N.J.S.A. 58:1A-1, et seq., P.L.1981, c. 262, and the regulations promulgated pursuant thereto, the Grantor shall not convey any

rights to the water associated with the Premises.

- i. Grantor shall obtain within one year of the date of this Deed of Easement, a farm conservation plan approved by the local soil conservation district.
- ii. Grantor's long term objectives shall conform with the provisions of the farm conservation plan.
- iii. As required by section 1238I of the Food Security Act of 1985, as amended, the Grantor, his heirs, successors, or assigns, shall conduct agricultural operations on the highly erodible land on the Premises in a manner consistent with a conservation plan prepared in consultation with the NRCS and approved by the appropriate Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on the date this easement was executed. However, the Grantor may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Property, with advance notice to the Grantor, to monitor compliance with the conservation plan.

In the event of noncompliance with the conservation plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed 12 months, to take corrective action. If the Grantor does not comply with the conservation plan, NRCS will inform Grantee of the Grantor's noncompliance. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following notification from NRCS that (a) there is a substantial, ongoing event or circumstance of noncompliance with the conservation plan, (b) NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted its appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for highly erodible lands are revised after the date of this Deed of Easement based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farmland Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

- iv. Forest management and timber harvesting activities shall be performed in accordance with a New Jersey forest stewardship or forest management plan consistent with the Deed of Easement and prepared by a licensed professional forester. Said plan must have been prepared not more than 10 years prior to the date any harvesting is expected to commence or must have been reviewed and updated as required by such a forester at least 30 days prior to said date.

10. Grantee, Committee, the United States and their respective agents shall be permitted access to, and to enter upon, the Premises at all reasonable times, but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions of this Deed of Easement. Grantee agrees to give Grantor, at least 24 hours advance notice of its intention to enter the Premises, and further, to limit such times of entry to the daylight hours on regular business days of the week.

11. Nothing shall be construed to convey a right to the public of access to or use of the Premises except as stated in this Deed of Easement or as otherwise provided by law.

12. Nothing shall impose upon the Grantor any duty to maintain the Premises in any particular state, or condition, except as provided for in this Deed of Easement.

13. Nothing in this Deed of Easement shall be deemed to restrict the right of Grantor, to maintain all roads and trails existing upon the Premises as of the date of this Deed of Easement. Grantor shall be permitted to construct, improve or reconstruct unpaved roadways necessary to service crops, bogs, agricultural buildings, or reservoirs as may be necessary.

14(a). At the time of this conveyance, Grantor has \_\_\_\_\_ existing single family residential buildings on the Premises and \_\_\_\_\_ residential building used for agricultural labor purposes. Grantor may use, maintain, and improve existing buildings on the Premises for agricultural, residential and recreational uses subject to the following conditions:

- i. Improvements to agricultural buildings shall be consistent with agricultural uses;

- ii. Improvements to residential buildings shall be consistent with agricultural or single and extended family residential uses. Improvements to residential buildings for the purpose of housing agricultural labor are permitted only if the housed agricultural labor is employed on the Premises; and
- iii. Improvements to recreational buildings shall be consistent with agricultural or recreational uses.

14(b). Grantor, their heirs, executors, administrators, personal or legal representatives, successors and assigns may use and maintain the Exception Area, as described in the attached Schedule C, subject to the following conditions:

- i. the Exception Area shall not be moved to another portion of the Premises and shall not be swapped with other land.

**sample conditions (edit as appropriate):**

- **the Exception Area shall not be severed or subdivided from the Premises**
- **the Exception Area may be severed and subdivided from the Premises**
- **the Exception Area shall be limited to one single-family residential unit**
- **(Right to Farm Language if Exception is Non-Severable)**

**Grantors, grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns or any person who is occupying or residing on the Exception Area as well as the heirs, executors, administrators, personal or legal representatives, successors and assigns of all such persons are hereby notified and made aware that the Exception Area is adjacent to a parcel ("Premises") permanently deed restricted under the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. Such persons occupying or residing on the Exception Area are notified and made aware that agriculture is the accepted and preferred use of the adjacent Premises and that the adjacent Premises shall continue in agricultural use as defined in Section 2 of the Deed of Easement.**

- **(Right to Farm Language if Exception is Severable)**

**Grantors, grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns or any person to whom title to the Exception Area is transferred as well as the heirs, executors, administrators, personal or legal representatives, successors and assigns of all such persons are hereby notified and made aware that the Exception Area is adjacent to a parcel ("Premises") permanently deed restricted under the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. Such persons taking title to the Exception Area are notified and made aware that agriculture is the accepted and preferred use of the adjacent Premises and that the adjacent Premises shall continue in agricultural use as defined in Section 2 of the Deed of Easement.**

15(a). Grantor may construct new buildings and other structures for agricultural purposes, subject to the following:

- i. Such buildings and structures must be typical for the kind of agricultural operations being conducted on the Premises. The opinion of the Committee as to whether or not a particular building or structure satisfies this requirement shall be binding on all parties.
- ii. Existing fences may be repaired and replaced and new fences may be built on the Premises as is necessary for agricultural operations on the Premises, including customary management of livestock.

15(b). The construction of any new buildings for residential use, regardless of their purpose, shall be prohibited except as follows:

- i. To provide structures for housing of agricultural labor employed on the Premises but only with the approval of the Grantee and the Committee. If Grantee and the Committee grant approval for the construction of agricultural labor housing, such housing shall not be used as a residence for Grantor, Grantor's spouse, Grantor's

parents, Grantor's lineal descendants, adopted or natural, Grantor's spouse's parents, Grantor's spouse's lineal descendants, adopted or natural; and

- ii. To construct a single family residential building in order to replace any single family residential building in existence at the time of conveyance of this Deed of Easement but only with the approval of the Grantee and Committee.

**[If a “residual dwelling site opportunity” has been allocated, insert a subparagraph iii. here, other appropriate language and definitions regarding RDSOs from N.J.A.C. 2:76-6.15, and delete paragraph 15(d) below.]**

15(c). Buildings and structures permitted pursuant to 15(a) and 15(b) above shall be subject to the following additional provisions:

- i. All such buildings and structures shall be located within the designated building envelope (Farm Building Area) as described in the Baseline Report as set forth in Section 19ii. An official copy of the building envelope location map shall be maintained in the NRCS State Office, which shall provide a copy of same and all written, NRCS-approved location map revisions to the Committee. Changes in the location or extent of the Farm Building Area, or buildings and structures to be located outside of the Farm Building Area, except as provided for under section 15(a)ii above, must be approved in advance by the United States.
- ii. At the time of acquisition of this development easement, there exists \_\_\_\_\_ percent of impervious surface on the Premises as identified on the survey plat prepared by \_\_\_\_\_, dated \_\_\_\_\_. Any improvements to existing residential buildings, agricultural labor housing, agricultural buildings or any new residential buildings, agricultural labor housing or agricultural buildings or other improvements resulting in an increase in impervious surface as defined below shall not, in combination with existing improvements cause the total impervious surface coverage to exceed a maximum of \_\_\_\_\_ percent (\_\_\_ %) of the Premises as authorized by the United States Department of Agriculture's Natural Resources Conservation Service. Any impervious surface in excess of \_\_\_\_\_ percent (\_\_\_%) is expressly prohibited.
- iii. Impervious surface, for purposes of this Deed of Easement, is defined as any structure or surface that prevents the infiltration of precipitation into the land. Examples of impervious surface include, but are not limited to, pavement, sidewalks, permanent driveways, machine compacted soil, compacted stone areas, roof tops, barns, sheds, houses, garages, commercial buildings, agricultural buildings, hoop houses, greenhouses, plastic or other impermeable ground cover, and foundations. This term shall not include seasonal structures or ground covers that remain in place for no more than ten months per calendar year, unimproved farm lanes, or areas in field-based crop production. Conservation practices listed in the United States Department of Agriculture's Natural Resources Conservation Service Field Office Technical Guide are not considered impervious surface when implemented according to the practice standard.
- iv. No building or structure shall be constructed hereunder if doing so would violate the impervious coverage limitation set forth in Paragraph 15(c)ii.

15(d). No residual dwelling site opportunities have been allocated pursuant to the provisions of N.J.A.C. 2:76-6.17. No residential buildings are permitted on the Premises except as provided in this Deed of Easement.

- i. For the purpose of this Deed of Easement, "residual dwelling site opportunity" means the potential to construct a residential unit and other appurtenant structures on the Premises in accordance with N.J.A.C. 2:76-6.17.

16. The land and its buildings which are affected may be sold collectively or individually for continued agricultural use as defined in Section 2 of this Deed of Easement. However, no division of the land shall be permitted without the joint approval in writing of the Grantee, the Committee and the United States. In order for the Grantor to receive approval, the Grantee and Committee must find that the division shall be for an agricultural purpose and result in agriculturally viable parcels, and the United States must find that each parcel qualifies for the Farm and Ranchlands Protection Program (16 U.S.C. 3838h and 3838i). Division means any division of the Premises, for any purpose, subsequent to the effective date of this Deed of Easement.

- i. For purposes of this Deed of Easement, "Agriculturally viable parcel" means that each parcel is capable of sustaining a variety of agricultural operations that yield a reasonable economic return under normal conditions, solely from each parcel's agricultural output.

17. The Grantor shall not sell, lease, or grant an easement covering any portion of the premises where such sale, lease or easement is for the purpose of construction and installation of underground or above-ground public utility systems, including, but not limited to water, sewer, power, fuel, sewerage, pumping systems, windmills, commercial satellite dishes, and cellular telephone or other communication towers. The Grantor may install utilities or grant easements to utility companies in order for those companies to install utilities necessary for the permitted residential and agricultural uses of the premises.

18. No historic building or structure located on the Premises may be demolished by the grantor or any other person without the prior approval of the State Agriculture Development Committee. Historic building or structure is a building or structure that, as of the date of this Deed of Easement, has been included in the New Jersey Register of Historic Places established pursuant to N.J.S.A. 13:1B-15.128 et seq.

19. In the event of any violation of the terms and conditions of this Deed of Easement, Grantee may institute, in its own name, or the Committee may institute, in the name of the State of New Jersey, any proceedings to enforce these terms and conditions including the institution of suit to enjoin such violations and to require restoration of the Premises to its prior condition. Grantee or the Committee do not waive or forfeit the right to take any other legal action necessary to insure compliance with the terms, conditions, and purpose of this Deed of Easement by a prior failure to act.

- i. This Deed of Easement must be interpreted under the laws of the State of New Jersey and the United States. Any general rule of construction to the contrary notwithstanding, the Deed of Easement must be liberally construed to effectuate the purposes and intent of the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, the Garden State Preservation Trust Act, N.J.S.A. 13:8C-1, et seq., P.L.1999, c.152, the Green Acres, Farmland, Blue Acres and Historic Preservation Bond Act of 2007, P.L. 2007, c. 119, the Green Acres, Water Supply and Floodplain Protection, and Farmland and Historic Preservation Bond Act of 2009, P.L. 2009, c. 117, all supplements and amendments thereto, and all attendant regulations. If any provision of this Deed of Easement is found to be ambiguous, then an interpretation consistent with the purposes of the above-referenced statutes and attendant regulations must be favored over any interpretation that would render the provision invalid.
- ii. The determination of a violation may, in part, be based on the Baseline Report developed by the Grantee, acknowledged by the Grantor on or about the effective date of this Deed of Easement, and incorporated into this Deed of Easement by reference. The Baseline Report consists of a checklist with appropriate narrative, maps, photographs, and other documentation describing the soils, slopes, water features, water use, and land use conditions, and the location of a Farm Building Area that the parties agree provide an accurate representation of the Premises at the time of the granting of this Deed of Easement. The Baseline Report is maintained by the Committee, Grantee and the United States, and is available to the Grantor and any subsequent landowner upon request.
- iii. The Baseline Report shall remain unchanged from the date of signature by the Grantor and the Grantee, except that changes to the location of the Farm Building Area, requested by the landowner and approved by the United States as per section 15(c)i, will be allowed and included as updates to the Baseline Report.

20. If any or all of the Grantees at some future time acquire the underlying fee title in the Premises, the interest conveyed by this Easement will not merge with fee title but will continue to exist and be managed as a separate estate.

21. This Deed of Easement imposes no obligation or restriction on the Grantor's use of the Premises except as specifically set forth in this Deed of Easement. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Premises. Nothing in this Deed of Easement shall be construed as giving rise to any right or ability of the Grantee, the Committee or the United States to exercise physical or managerial control over the day-to-day operations of the Premises, or any responsibility to the

Premises within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. 9601 et. seq.).

22. This Deed of Easement is binding upon the Grantor, the Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns and the Grantee. This Deed of Easement shall be construed as a restriction running with the land and shall be binding upon any person to whom title to the Premises is transferred as well as upon the heirs, executors, administrators, personal or legal representatives, successors, and assigns of all such persons. This Deed of Easement shall be referenced by deed book and page number, instrument number or other appropriate reference in any deed or other instrument conveying any interest in the Premises. Grantor's failure to comply with this requirement shall not impair the validity of this Deed of Easement or limit its enforceability in any way. Any mortgage or lien arising after the date of this Deed of Easement is subordinate to the terms of this Deed of Easement.

23. Throughout this Deed of Easement, the singular shall include the plural, and the masculine shall include the feminine, unless the text indicates otherwise.

24. The word 'Grantor' shall mean any and all persons who lawfully succeed to the rights and responsibilities of the Grantor, including but not limited to the Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. Wherever in this Deed of Easement any party shall be designated or referred to by name or general reference, such designation shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" have been inserted after each and every designation.

26. Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns further transfers and conveys to Grantee all of the nonagricultural development rights and development credits appurtenant to the lands and Premises described herein. Nothing contained herein shall preclude the conveyance or retention of said rights by the Grantee as may be permitted by the laws of the State of New Jersey in the future.

27. That portion of the net proceeds, representing the value of the land only (and not the value of the improvements), of a condemnation award or other disposition of the Premises following termination of this Deed of Easement, as permitted pursuant to N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, shall be distributed among the Grantor and the Grantee in shares in proportion to the fair market value of their interests in the Premises on the date of execution of this Deed of Easement. For this purpose, the Grantee's allocable share of the proceeds shall be the net proceeds multiplied by a fraction, the numerator of which is the fair market value of the development easement as certified by the Committee at the time of the initial acquisition and the denominator of which is the full fair market value of the unrestricted Premises as certified by the Committee at the time of the initial acquisition, which is identified as ( / ).

Furthermore, the Grantee's proceeds shall be distributed between the Committee, the Grantee, and the United States in proportion to their respective cost share grants on the date of execution of this Deed of Easement. (For example, if the Committee's contribution was 50 percent of the certified value of the development easement, the United States' contribution was 25 percent, and the Grantee's contribution was 25 percent, the proceeds from the sale of the development rights shall be distributed among the parties based on these percentages.)

The Committee and Grantee shall use their share of the proceeds in a manner consistent with the provisions of N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32.

28. Amendments to this Deed of Easement are prohibited except to correct technical errors in the survey and/or legal description. No such amendments shall be effective unless in writing, signed by the Grantor and the Grantee and acknowledged by the United States and the Committee, and duly recorded by the parties in compliance with all applicable laws and regulations.

29. Under this Deed of Easement, the United States is granted the right of enforcement in order to protect the public investment. The Secretary of the United States Department of Agriculture (the Secretary), on behalf of the United States, will exercise these rights under the following circumstances: In the event that the Committee or the Grantee fails to enforce any of the terms of this Deed of Easement, as determined in the sole discretion of the Secretary, the Secretary and his or her successors or assigns may exercise the United States' rights to enforce the terms of this Deed of Easement through any and all authorities available under Federal or State law.

The United States shall be provided with a copy of all requests for approval submitted by Grantor and all written approvals, or denials thereof, issued pursuant to this Deed of Easement by the Grantee and the Committee. The United States shall also be provided with copies of all enforcement actions authorized by the Grantee and the Committee and a copy of the annual monitoring report. These documents and any other documents or notices shall be provided to the United States, Natural Resources Conservation Service, New Jersey State Conservationist.

In the event a public body proposes to exercise the power of eminent domain for the acquisition of all or any part of the Premises pursuant to N.J.S.A. 4:1C-25, the Committee shall immediately notify the United States in writing. If the Governor declares that the said eminent domain action is necessary for the public health and safety and that there is no immediately apparent feasible alternative, then the Committee shall request the consent of the United States to the eminent domain action.

**30. Grantee shall not convey the development easement except to the Federal government, the State, a local unit of government, or another qualifying tax exempt nonprofit organization for farmland preservation purposes. Any conveyance shall be approved in writing by the United States and the Committee, or their respective successors or assigns, and executed in recordable form.**

**30. Grantee shall not convey the development easement unless pursuant to N.J.S.A. 4:1C-32a. Any conveyance shall be approved in writing by the United States and the Committee, or their respective successors or assigns, and executed in recordable form.**

31. Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Premises. Grantor warrants that it has no actual knowledge of a release or threatened release of any hazardous materials on, at, beneath or from the Premises.

Moreover Grantor hereby promises to defend and indemnify the Grantee, the Committee and the United States against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Premises, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Premises. Grantor's indemnification obligation shall not be affected by any authorizations provided by the Grantee, the Committee, or the United States to Grantor with respect to the Premises or any restoration activities carried out by Grantee at the Premises; provided, however that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Premises by Grantee.

"Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment, or as otherwise defined in Federal and State laws and regulations.

32. Grantor shall indemnify and hold harmless the Grantee, the Committee, and the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee, the Committee, and the United States may be subject or incur relating to the Premises, which may arise from, but are not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in the Deed of Easement, or violations of any Federal, State, or local laws, including all Environmental Laws.



33. Signs are prohibited except for those necessitated by the agricultural operation and/or authorized by the Committee in accordance with state laws and regulations.

TO HAVE AND TO HOLD unto the Grantee and the United States, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor signs this Deed of Easement as of the date of the top of the first page. By signing this Deed of Easement, the Grantor warrants good title to the Premises, the right to convey this Deed of Easement, and that the Premises is free and clear of any encumbrances not acceptable to the Grantee, the United States and the Committee. If the Grantor is a corporation, this Deed of Easement is signed and attested to by its proper corporate officers, and its corporate seal, if any, is affixed.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

**(INDIVIDUAL ACKNOWLEDGMENT)**

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction, this that person (or if more than one, each person):

- (a) is named in and personally signed this DEED OF EASEMENT;
- (b) signed, sealed and delivered this DEED OF EASEMENT as his or her act and deed;
- (c) made this DEED OF EASEMENT for and in consideration of mutual obligations and benefits to each party; and
- (d) the actual and true consideration paid for this instrument is \$\_\_\_\_\_.

\_\_\_\_\_

**(CORPORATE ACKNOWLEDGMENT)**

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_, the subscriber \_\_\_\_\_, personally appeared before me, who, being by me duly sworn on his or her oath, deposes and makes proof to my satisfaction, that he or she is the Secretary of \_\_\_\_\_, the Corporation named in the within Instrument; that \_\_\_\_\_ is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation, that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his or her name thereto as attesting witness; and that the full and actual consideration paid to purchase a development easement as evidenced by the DEED OF EASEMENT is \$\_\_\_\_\_ and the mutual obligations and benefits contained herein.

Sworn to and subscribed before me, the date aforesaid

\_\_\_\_\_

Print name and title below signature

(MUNICIPAL ACKNOWLEDGMENT)

THE UNDERSIGNED, being Mayor of the Township of \_\_\_\_\_ and acting on the authority of the governing body of the Township of \_\_\_\_\_ does hereby make, accept and approve the foregoing Deed of Easement.

ACCEPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_, RMC \_\_\_\_\_, Mayor

(Municipal seal)

STATE OF NEW JERSEY

SS:

COUNTY OF \_\_\_\_\_

I CERTIFY that on \_\_\_\_\_, 20\_\_, \_\_\_\_\_ pPersonally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the Township of \_\_\_\_\_, a municipal corporation and body politic, named in the attached **DEED OF EASEMENT**; (b) this person is the attesting witness to the signing of this **DEED OF EASEMENT** by the proper municipal official who is Mayor of \_\_\_\_\_ Township; (c) this **DEED OF EASEMENT** was signed and delivered by the Township as its voluntary act duly authorized by a proper resolution of the Township Committee; (d) this person knows the proper seal of the Township which was affixed to this **DEED OF EASEMENT**; and (e) this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_, RMC

Signed and sworn to before me on

\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Public)

(Seal)

**(COUNTY AGRICULTURE DEVELOPMENT BOARD)**

THE UNDERSIGNED, being Chairperson of the \_\_\_\_\_ County Agriculture Development Board, hereby accepts and approves the foregoing restrictions, benefits and covenants.

ACCEPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Chairperson  
\_\_\_\_\_ County Agriculture Development Board

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on \_\_\_\_\_, 20\_\_, \_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction that this person: (a) is named in and personally signed this DEED OF EASEMENT, (b) signed, sealed and delivered this DEED OF EASEMENT as the Board's act and deed; and (c) is the Chairperson of the \_\_\_\_\_ County Agriculture Development Board.

\_\_\_\_\_  
Print name and title below signature

**(COUNTY BOARD OF CHOSEN FREEHOLDERS)**

THE UNDERSIGNED, being \_\_\_\_\_ of the \_\_\_\_\_ County Board of Chosen Freeholders, hereby accepts and approves the foregoing restrictions, benefits and covenants.

ACCEPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print name and title below signature

\_\_\_\_\_ County Board of Chosen Freeholders

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on \_\_\_\_\_, 20\_\_,

\_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction that this person:

- (a) is named in and personally signed this Deed of Easement;
- (b) signed, sealed and delivered this Deed of Easement as the Freeholder Board's act and deed; and
- (c) Is the Administrator / Freeholder Clerk of the \_\_\_\_\_ County Board of Chosen Freeholders.

Signed and sworn to before me on \_\_\_\_\_,

\_\_\_\_\_  
Print name and title below signature

(NAME OF NONPROFIT ORGANIZATION, if Grantee)

THE UNDERSIGNED, being President of the [name of nonprofit], hereby accepts and approves the foregoing restrictions, benefits and covenants.

ACCEPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

\_\_\_\_\_, \_\_\_\_\_, President  
[Name of nonprofit)

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, personally appeared before me, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that \_\_\_\_\_ is the President of [name of nonprofit]; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Trustees of the said Corporation, that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his or her name thereto as attesting witness; and that the full and actual consideration paid under this Project Agreement is \$\_\_\_\_\_.

Sworn to and subscribed before me, the date aforesaid

\_\_\_\_\_  
Print name and title below signature

**(UNITED STATES DEPARTMENT OF AGRICULTURE,  
NATURAL RESOURCES CONSERVATION SERVICE)**

The U.S. Department of Agriculture, Natural Resources Conservation Service, acting on behalf of the Commodity Credit Corporation, does hereby make, accept and approve the foregoing Deed of Easement pursuant to the terms of the Cooperative Agreement entered into with the State Agriculture Development Committee **[or name of nonprofit organization, if applicable]** and has authorized a grant in the amount of \_\_\_\_\_, representing \_\_ percent of the purchase price of the development easement through the State Agriculture Development Committee **[or name of nonprofit organization, if applicable]** to the \_\_\_\_\_ **[name of county, CADB or nonprofit grantee]**.

\_\_\_\_\_  
Print Name and Title Below Signature

\_\_\_\_\_  
DATE

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on 20\_\_, \_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is the person whose signature appears above,
- (b) is the Assistant State Conservationist of the U.S. Department of Agriculture, Natural Resources Conservation Service, and
- (c) is authorized to sign on behalf of the agency, and
- (d) accepted the rights conveyed by this Deed of Easement to be his or her voluntary act and deed.

\_\_\_\_\_  
Print Name and Title Below Signature

**(STATE AGRICULTURE DEVELOPMENT COMMITTEE)**

The State Agriculture Development Committee has approved the purchase of the development easement on the Premises pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32 and has authorized a grant in the amount of \$\_\_\_\_\_ to the [entity], representing \_\_\_\_ percent of the purchase price of the development easement. This grant includes funding the Committee has received from the United States Department of Agriculture, Natural Resources Conservation Service, in the amount of \_\_\_\_\_, representing \_\_\_\_ percent of the total purchase price.

\_\_\_\_\_  
Susan E. Payne, Executive Director  
State Agriculture Development Committee

\_\_\_\_\_  
Date

STATE OF NEW JERSEY, COUNTY OF MERCER SS.:

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_, Susan E. Payne personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this Deed of Easement,
- (b) signed, sealed and delivered this Deed of Easement as the Committee's act and deed,  
and
- (c) is the Executive Director of the State Agriculture Development Committee.

Print name and title below signature

\_\_\_\_\_